

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into June 16, 2003, and to begin on the first day of July, 2003, by and between the WAYNE COUNTY BOARD OF EDUCATION, Party of the First Part, hereinafter referred to as "Employer" or "Board", acting by and through its duly authorized Chairman, Perry Elam; and JOHN T. DALTON, Party of the Second Part, hereinafter referred to as "Employee" or "Superintendent" of the Wayne County School System in Monticello, Kentucky 42633.

WHEREAS, the Wayne County Board of Education has determined that it is timely and proper to employ a Superintendent to commence the first day of July, 2003, and to further establish the new term for said Superintendent; and the Board having selected a duly certified and qualified person to serve as Superintendent,

AND WHEREAS, John T. Dalton has agreed to accept employment as Superintendent of the Wayne County Board of Education for a term of four years,

NOW THEREFORE, for and in consideration of the mutual promises, benefits and covenants hereinafter contained, THE PARTIES DO NOW AGREE AS FOLLOWS:

1. That the new term of John T. Dalton as Superintendent of the Wayne County Board of Education shall commence at 12:01 A.M. on the first day of July, 2003, and shall continue for four (4) full and consecutive years, and shall expire at midnight on the 30<sup>th</sup> day of June, 2007. The Board does agree to and has in its minutes established, pursuant to KRS 160.350, that the appointment of the Superintendent shall be for a period of four (4) years. "Pursuant to KRS 160.350 (4), this contract shall annually be extended for one (1) year, unless the Board by majority vote prior to June 30<sup>th</sup> of that year, elects not to extend the contract."

~~2. That the rate of compensation payable to the Superintendent is set at his current~~  
salary level, being \$81,664.00 per year, with an automatic adjustment of such salary each year equal to the percentage of increase granted other teachers within the Wayne County School District. Compensation shall be deemed to be an annual sum, which sum shall be divided into twelve (12) equal installments or payments and shall be due and payable on the 1<sup>st</sup> day of each month, the same being the same date upon which other employees of the said Board are paid.

~~3. That the Board shall reimburse the Superintendent for personal expense incidental to~~  
travel on school business when an itemized statement of travel and expense is submitted to the Board.

Further, the Wayne County Board of Education shall either reimburse the Superintendent for such dues to professional organizations as he shall deem necessary to permit him to keep fully current and qualified and to maintain a high degree of professional standing, or said Board shall

pay directly to said professional organizations the dues on behalf of the Superintendent, or a combination of both.

The Board shall provide a standard family health insurance policy selected from the health insurance options made available to Kentucky school employees for the Superintendent for the period of the contract.

The Board shall provide, or cause to be provided, such professional legal service as may be necessary to advise, counsel and defend the Superintendent on legal matters pertaining to the performance of his duties and in defense of any claims brought against him relating to such performance. The Superintendent shall be represented in the discharge of his duties by the attorney representing the Wayne County Board of Education except when those services would be in conflict with the interests of the Board of Education. The Superintendent shall have the authorization to secure the services of the Board's legal counsel and to deploy him/her to perform services deemed to be in the best interest of the school system.

4. The Board shall pay directly to the Kentucky Deferred Compensation System an amount equal to the Superintendent's contribution to the Kentucky Teachers Retirement System in monthly installments.

5. That the parties hereto agree that the Superintendent shall retain both his administrative and teaching tenure (continuing contract status) and that the same shall be deemed to be unaffected by the acceptance of the position of Superintendent, and that he shall retain all rights, privileges and benefits pertaining to such continuing contract status and "administrative tenure" as shall be applicable to teachers and administrators under the Kentucky Revised Statutes and Kentucky Administrative Regulations applying to educators and to schools in Kentucky.

6. That the Superintendent shall be permitted to take such leave for illness as is granted to other full-time twelve (12) month professional employees of the Board, and shall retain those sick leave days accumulated through prior employment with the Board, said sick leave days to be retained and accumulated in the same manner as that used by other full-time twelve (12) month professional employees.

7. The Superintendent shall be granted vacation days per year in the same manner as other certified employees. The Superintendent shall further be entitled to the same number of "personal days" as are provided for teachers within the Wayne County School System.

8. The Superintendent shall be granted holidays on the same basis as other certified employees.

9. This Employment Agreement may be modified only by the mutual written agreement of the parties hereto.

Done under our hands, this 16 day of June, 2003.

**EMPLOYER/BOARD:**

**WAYNE COUNTY BOARD OF EDUCATION**

By: Perry Elam  
**PERRY ELAM, Chairman**

**EMPLOYEE/SUPERINTENDENT**

By: John T. Dalton  
**JOHN T. DALTON**